

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Cost-Plus-Incentive-Fee		Page 1 Of 20	
2. Amendment/Modification No. P00009		3. Effective Date 2003MAY06		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM SFAE-GCS-W-BCTP PAUL CLENNON (810)753-2064 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: CLENNONP@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA DETROIT U.S. ARMY TANK & AUTOMOTIVE COMMAND (TACOM) ATTN: DCMAE-GJD WARREN, MI 48397-5000		Code S2305A	
				SCD C PAS NONE ADP PT HQ0337			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GM GDLS DEFENSE GROUP L.L.C. 14920 TWENTY-THREE MILE ROAD SHELBY TOWNSHIP, MI 48315 TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-02-C-B001	
				<input type="checkbox"/>		10B. Dated (See Item 13) 2002MAY18	
Code INLE2		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) ACRN: AD NET INCREASE: \$15,000,000.00							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS							
KIND MOD CODE: A It Modifies The Contract/Order No. As Described In Item 14.							
<input checked="" type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A. The Changes Set Forth In Item 14 Are Made In					
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) SANDRA E. MCCARROLL MCCARROS@TACOM.ARMY.MIL (586)573-2072			
15B. Contractor/Offeror _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed 2003MAY06	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

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SECTION A - SUPPLEMENTAL INFORMATION

1. This Modification P00009 to contract DAAE07-02-C-B001 is a bilateral action.
2. The purpose of this Modification P00009 is to incorporate the following into the ICLS contract:

Revisions to paragraphs C.6.1., C.6.2., C.6.5., C.9.1, C.11, C.11.8., C.13.1. of the scope of work.
Section C.20 - Incorporating language to establish Contractor Support During Contingency Operations scope of work
Section H.29 - Incorporating pricing and a phased implementation schedule to support labor and parts associated with the new Contingency Deployment Support Option
Section H.27 - Incorporating new DRAFT AFARS Clause 5152.217-7031, Contractor Deployment on Military Operations. Clause modified to address the Stryker deployment scope of work.
Section H.24.3 - Incorporating Government Furnished Property (vehicles)Attachment 1.
Section B - Establishment of the new CLIN 0004 to support the exercise of Phase 1 of the Contingency Deployment Support Option
Section B - Establishment of the new CDRL requirements A014 and A015
3. Clause at H.23, "Requirement for Sucontracting with Small Business", applies to this modification. Contractor agrees to provide a modified subcontracting plan within 30 days of issuance of this modification.
4. The total dollars funded for this action is \$15,000,000 inclusive of fee.
5. Except as specifically stated above, all other terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A 010 ***

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0003AA	<u>DATA REQUIREMENTS FOR ICLS</u>				
	<u>Packaging and Marking</u>				
A014	<u>DATA ITEM</u> NOUN: DEPLOYMENT PARTS ON ORDER SECURITY CLASS: Unclassified <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination		EA	\$ <u> ** NSP ** </u>	\$ <u> ** NSP ** </u>
A015	<u>DATA ITEM</u> NOUN: DEPLOYMENT PARTS ON HAND SECURITY CLASS: Unclassified <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination		EA	\$ <u> ** NSP ** </u>	\$ <u> ** NSP ** </u>
0004	SECURITY CLASS: Unclassified				
0004AA	<u>SERVICES LINE ITEM</u> NOUN: PHASE 1 - RAMP UP DEPLOYMENT PRON: X13GXD30X1 PRON AMD: 01 ACRN: AD AMS CD: 12201100000 Phase 1 Ramp up to prepare for six months of deployment support.				\$ <u>15,000,000.00</u>
	(End of narrative B002)			Estimated Cost: FCCM: Fixed Fee (8.75%) Total Est Amount:	\$13,793,895 \$ 611 \$ 1,205,494 \$15,000,000

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCHPERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001030-SEP-2003 (E) \$15,000,000.00				

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

INTERIM ARMORED VEHICLE (IAV) INTERIM CONTRACTOR LOGISTICS SUPPORT (ICLS)

C.6 General

C.6.1. The contractor shall provide logistic support for the Interim Armored Vehicles (IAVs) fielded to 1st and 2nd Brigade Combat Teams (BCT). This support shall be referred to within this contract as Interim Contractor Logistics Support (ICLS). The IAV ICLS shall be tailored to several program events: prefielding, post fielding and transition. In addition this contract covers contractor deployment support preparation and execution. The ICLS shall include: maintenance, supply support, technical assistance, logistics planning and management, field exercises, deployment support preparation, program plans and controls, business administration, logistics planning and management, technical manual feedback.

C.6.2 The Contractor shall provide spare and repair parts and perform all field level scheduled and unscheduled maintenance actions necessary to maintain and sustain a monthly 98% Operational Readiness Rate (ORR) for ICV's and no more than a 24hour Non Mission Capable Status, per class iteration, for low density vehicles (RV, CV, ESV, MCV, NBCRV, MGS, FSV, MEV, ATGM) during phase II OPNET and overall BCT average of 90% ORR after phase II OPNET for the vehicle platform less GFE/ASIOE. Upon Completion of Phase II OPNET the contractor shall perform services assisting those trained in such a manner as to maintain and sustain a monthly 90% Operational Readiness Rate (ORR) as defined in C.9.1.the following monthly Operational Readiness Rates (ORR):

C.6.3 The contractor shall maintain 1st and 2nd Brigade Combat Team (BCT) Operational Readiness Floats (ORFs) within the Brigade Support Battalion (BSB) maintenance area.

C.6.4 RESERVED

C.6.5. The Field Service Reps performing ICLS IAW this contract shall serve as System Field Service Reps (SFSR). The SFSR shall direct user representatives to existing supply and maintenance sources for Associated Support Items of Equipment (ASIOE), GFE, or other Mission Equipment, not covered by this contract, but added to the vehicle platform making it a comprehensive system. Sources for exiting supply and maintenance support for these other items may be organic capability, Logistics Assistance Reps, or other contractors providing such coverage. The government will provide and update a list of existing supply and maintenance sources for items not covered by this contract for use by the system FSR in directing user inquiries.

C.7 ICLS Supply Support Services

C.7.1 The contractor shall provide all spare and repair parts for the IAV vehicles fielded to the 1st and 2nd Brigade Combat Teams. This includes spare and repair parts which may have existing NSNs and government established Sources of Supply (SOS), new unique consumables traditionally managed by DLA, and new unique reparables traditionally managed by TACOM.

C.7.1.1 Authorized Stockage List (ASL) /Prescribed Load List (PLL)
Contractor will develop and provide to the Government an ASL/PLL to support the fielded STRYKER vehicles. The ASL is a 30 day supply of repair parts for support of STRYKER Brigade Support Battalion (BSB) main activities. The PLL is a 15 day supply of repair parts for support of a STRYKER unit's daily field maintenance operations. The ASL/PLL shall include parts that are mission essential. The ASL/PLL shall include parts used for field level maintenance tasks and parts that could have safety implications. The purpose of the initial ASL/PLL stockage is to provide for the optimum mix of non-demand supported parts that achieve the maximum operational availability at minimum cost. This ASL/PLL list will serve to reduce the logistics footprint, reduce total ownership cost and enhance deployability. The contractor shall provide initial ASL/PLL listing that provides an accurate representation of the range and depth of spares/repair parts required at all locations for the weapons system. Contractor shall ensure all parts are included in the TACOM provisioning files and identified in the TACOM Repair Parts & Special Tools List (RPSTL). The initial ASL/PLL list of parts cannot exceed 300 lines. Contractor shall provide to the Government the initial listing of ASL/PLL requirements and all future updates on CDRL A012. Contractor shall incorporate all changes to these listings that are a result of contractor initiated vehicle engineering changes and all changes as a result of safety issues.

C.7.1.2 The contractor shall provide ASL/PLL Repair Parts Packages for the IAV fielded vehicles as follows: (a) One ASL and Four PLL for 3/2 Brigade and (b) One ASL and Four PLL for 1/25 Brigade. (The STRYKER PLL must be quadrupled (Four PLL) in order to provide 1 set for each Combat Repair Team (CRT)). The contractor shall deliver all parts in current configuration and to the latest drawing revision. The contractor shall package parts IAW best commercial practice.

C.7.1.3 The contractor shall provide shipment status under CDRL A013.

C.7.2 The contractor shall provide all spare and repair parts required to maintain interface to any installed GFE. (e.g. brackets, mounts, shock mounts, trays, cables, etc.) In addition the contractor shall provide all spare and repair parts for the following GFE; M13A1 GPFU, AN/VDR-2 mount, and VIS/VIC3.

C.7.3 Spare and repair parts for all Government Furnished Equipment (GFE) added to the vehicle after DD 250 acceptance is not the

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contractors responsibility. System Field Service Reps, in accordance with C.6.5, shall direct user representatives to existing supply sources for ASIOE, GFE and other Mission Equipment, not covered by this contract but added to the vehicle platform.

C.7.4 RESERVED

C.7.4.1 The contractor shall store and maintain, (e.g., keep to current production configuration, shelf life management) for deployment within short notice (48 hours of notification), a Strategic Configured Sustainment Support Package (SCSSP) at the Auburn ICLS facility. The initial SCSSP is covered under a separate contract action. This contract entails only storage, maintenance and outloading / delivery of SCSSP to APOE/SPOE. These items shall need not be stored as assembled sets, however, they shall be identified as SCSSP items and shall not be not utilized to fulfill other ICLS requirements.

C.7.5 The Contractor is responsible for the proper care, maintenance, protection, preservation and repair of all Government property and facilities provided.

C.7.6 The Contractor shall maintain a database containing all parts acquired in support of this contract. The contractor shall deliver an electronic file, in contractor format, of that database as described in CDRL A002.

C.7.7 The contractor shall issue consumable items for IAVs only. The contractor shall document an initial process for the issue of consumable items to user representatives and submit in contractor format per CDRL A003. The initial procedures shall be able to be tailored to conform to local retail supply procedures which may be imposed.

C.7.7.1 The contractor shall issue serviceable repairable items from inventory only upon the physical receipt of a returned repairable unserviceable item from an IAV platform. The contractor shall confirm that the returned item is unserviceable and from an IAV before a replacement is issued after which the repairable item will be fixed IAW ICLS repair procedures. The contractor shall document an initial process for the receipt, inspection, and issue of repairable items to user representatives and submit in contractor format per CDRL A003. The initial procedures shall be able to be tailored to conform to local retail supply procedures which may be imposed.

C.7.7.2 The contractor shall repair returned unserviceable repairable items IAW manufacturer repair standards. In the event manufacturers repair standards do not exist, the items shall be repaired to a like new condition. The contractor shall allow the government access to review repair standards, repair processes and inspection/tests used. The contractor shall not repair items where the repair cost exceeds 100% of the replacement cost. The contractor shall issue repaired parts when available. The contractors supply database (See paragraph C.7.6 above) shall include quantities of repairable parts returned, repairable parts repaired and repaired repairable parts issued.

C.7.8 The contractor shall track repair costs related to repair of any repairable item issued. These repair costs shall be recorded in the contractors database and delivered with reports described in CDRL A004.

C.7.9 The contractor shall be responsible for all inventory management functions for parts required to meet the ICLS readiness rate requirements. The contractor shall be responsible all procurement, packaging, handling, transportation, storage, maintenance and issue of parts related to meeting the readiness rate requirements of this contract.

C.7.10 The contractor will ensure that all IAV common and unique platform parts issued in support of this contract shall be free of cadmium, hexavalent chromium, and other highly toxic or carcinogenic materials. Any part that the contractor proposes to acquire, for use under this contract, that may contain any of these substances must be approved by the Government. (see paragraph C.5)

C.8 ICLS Maintenance

C.8.1 The contractor shall establish a maintenance capability in proximity of Ft Lewis/Yakima Training Center to perform maintenance required for the IAVs of the 1st and 2nd BCT to achieve the readiness rate requirements defined in Paragraph C.6.2. The contractor shall be required to perform maintenance at Auburn, Ft Lewis, and the Yakima Training Center. The Government will provide locations and facilities, co-located within the BSB maintenance areas and Combat Repair Teams (CRT) work areas.

C.8.2 The contractor shall perform all Field Level Preventative Maintenance Checks and Services (PMCS) (Semiannual, Annual and Biannual services and any hour and mileage services that would fall within those calendar intervals) and all scheduled field maintenance actions for the IAV vehicles, to include Contractor provided GFE mounting and all GFE specified in paragraph C.7.2 . The contractor shall provide the personnel, transportation, and tools to perform all field level scheduled maintenance actions required.

C.8.2.1 Upon completion on Operator NET, the contractor shall assist those trained operators in the performance of operator PMCS and all operator maintenance tasks, as required.

C.8.2.2 Upon completion of Field Level Maintenance NET, the contractor shall assist those trained maintainers in the performance of all unscheduled maintenance actions, as required.

C.8.3 The Government will provide standard POL supply and overhead lift support for the IAV vehicles at Fort Lewis and Yakima Training Center.

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C.8.4 All IAV maintenance shall be performed IAW the IAV Technical Manuals. If IAV Technical Manuals do not provide complete coverage needed to perform the required maintenance, the contractor shall perform maintenance IAW published Original Equipment Manufacturers (OEM) procedures. In the absence of OEM procedures, the contractor will perform maintenance based on best commercial practices. The Contractor shall report missing maintenance procedures for incorporation into the IAV Technical Manuals as required by the IAV support concept. System Field Service Reps, in accordance with C.6.5, shall direct user representatives to existing maintenance sources for ASIOE, GFE and other Mission Equipment, not covered by this contract but added to the vehicle platform.

C.8.5 Evacuation: The U.S. Army will provide recovery and evacuation of IAVs to supporting maintenance facilities. The contractor shall provide supervision of recovery activities as needed. The contractor is responsible for evacuation of any subsequent materials or system components to any specialized repair facility and/or subcontractor facility.

C.8.6 The contractor is responsible for providing all tools required to support all ICLS operations (Auburn, Yakima Training Center, Fort Lewis and all training events).

C.8.7. RESERVED

C.9 ICLS Readiness

C.9.1 The Contractor shall provide spare and repair parts and perform all field level scheduled and unscheduled maintenance actions necessary to maintain and sustain a monthly 98% Operational Readiness Rate (ORR) for ICV's and no more than a 24 hour Non Mission Capable Status, per class iteration, for low density vehicles (RV, CV, ESV, MCV, NBCRV, MGS, FSV, MEV, ATGM) during phase II OPNET and following the completion of Phase II OPNET an overall IAV average of 90% ORR for the vehicle platform less GFE/ASIOE. Vehicle readiness will be determined using the Non-Mission Capable (NMC) criteria contained in the IAV (platform) TM/IETM documentation. The monthly fleet ORR is calculated by dividing available days by possible days, where possible days is equal to the number of vehicles in the fleet times the number of days in the month, and available days is equal to the number of possible days minus the number of non mission capable days. Operational Readiness Floats (ORFs) will be reported separately after issued to the BSB. The contractor shall provide readiness reports for the BCT(s) until such time as the units commence formal readiness reporting. (CDRL A005).

C.9.2 The Contractor must provide parts and perform unscheduled maintenance actions to remove vehicles from Non-Mission Capable Supply (NMCS) and Non-Mission Capable Maintenance (NMCM) status. NMC time will commence after the vehicle has been downloaded of all ammunition and inspections have been completed. The Contracting Officer's Representative (COR) may approve the exclusion of any vehicle in the monthly ORR.

C.9.3 In the event of a serious accident or incident, the corrective action will not commence until all investigations and vehicle inspections have been completed. The Contracting Officer's Representative (COR) may approve the exclusion of the vehicle in the monthly ORR.

C.10 - ICLS Coverage for Field Exercise

C.10.1 The Contractor shall perform the ICLS services for field exercises. For estimating purposes, it is anticipated that four Battalion sized Task Force Exercises will be conducted per year (approximately one per quarter) within CONUS. Exercises in excess of this will be separately negotiated.

C.10.2 The Contractor shall support all the 1st and 2nd Brigade Combat Teams field exercises providing supply, maintenance, and technical assistance necessary to maintain the readiness rate requirements required by paragraph C.6.2.

C.11 ICLS Deployment Support Plan. The contractor will provide a ICLS Deployment Support Plan under CDRL A006. The Deployment Support Plan shall encompass requirements of C.11.1 - C.11.8.

C.11.1 The Contractor shall perform the ICLS services for all deployments using Attachment 1, Contractor Support in the Theater of Operations as a guide for Deployment Requirements IAW Army Regulations.

C.11.2 Deployment ORR Objectives. Reserved.

C.11.3 The Contractor will deploy with the 1st and 2nd Brigade Combat Team and/or elements of the 1st and 2nd Brigade Combat Team to maintain the IAV readiness rate goal. The contractor shall deploy spare and repair parts, parts management/issuing capability, maintainers, technical advisors repair capability and any and all support items necessary to meet the readiness goal. The Government will provide transportation of personnel and material to the deployment sites in accordance with the Commanders Time Phased Deployment Data (or at the commanders prerogative).

C.11.4 The Contractor shall be staffed and configured to support battalion-sized task forces operating in the same or separate locations for deployment while sustaining support in garrison during the performance of this contract.

C.11.5 The ICLS activity shall be configured to deploy with the unit using Government provided vehicles, shelters, transportation and power generating equipment. All contractor equipment shall be capable of being operated in a forward deployed field location under

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combat conditions.

C.11.6 RESERVED

C.11.7 Contractor personnel should be ready to deploy within 48 hours of Contracting Officer notification using military (or government furnished civilian) transportation by land, sea, or air. This includes maintaining current information IAW Deployment Guide.

C.11.8 RESERVED

C.11.9 Priced option for Contractor Support during contingency operations at C.20.

C.12. Warranties

C.12.1. Pass-Through Warranties. The contractor shall pass through all applicable warranties offered from their subcontractors and vendors associated with IAV vehicles and/ or spare/repair parts. The contractor shall provide a list of the warranted parts and assemblies unique to this contract per (CDRL A010). The pass-through warranty list shall contain the manufacturer's name, part or assembly nomenclature, manufacturer (vendor or subcontractor) part number, item cost, and the extent of the warranty. Actual copies of subcontractor/vendor warranties shall be provided to the Government upon request.

C.12.2. When vehicle components under this contract are determined to be covered by the revised/current warranty language included in contract DAAE0700DM051 (Failure Free, Extension to Failure Free, Systemic Defect, Extension to Systemic), the contractor shall credit the ICLS Contract for any cost charged to this contract that is determined be a warranty related cost.

C.12.3. Contractor shall identify under CDRL A003 and A004, on a monthly basis, all parts repaired, replaced, or serviced based upon all applicable warranty coverage included in DAAE0700DM051 or any other contract issued during the performance of this contract. The contractor will determine the appropriate contract fund transfers, if required. At the request of the government a joint review will be conducted of the data provided under CDRL A003 & A004 to include any contract fund transfers.

C.13 Transportation.

C.13.1 The contractor shall be responsible for the transportation of contractor provided supplies, parts, tools, etc to Ft Lewis and Yakima Training Center. The Government will provide transportation of parts, materials and tools to field activities and deployment sites.

C.13.2 The contractor shall be responsible and provide all ICLS team vehicles.

C.14 Disposal of Material.

C.14.1 Material requiring disposal shall be disposed of through the local (Fort Lewis/DCMC) Property Disposal Office. The contractor shall dispose of any parts treated with or containing Hexavalent Chromium or Cadmium IAW their Hazardous Material Plan in CDRL A001.

C.15 Period of Performance. The period of performance for this scope of work begins at the award of this contract and continues in full month intervals. The period of performance is two (2) years. The period of performance may be extended in full month intervals by mutual agreement until such time as the final IAV logistic support solution has been implemented.

C.16 Transition. The contractor shall work with the government in developing a transition plan to the 1st and 2nd BCTs from ICLS to the final approved IAV support concept. This plan will include schedules for transition of supply support and maintenance activities. This plan will account for the disposition of all assets acquired to support the ICLS. The transition plan will be prepared in contractor format. The contractor shall deliver draft and final versions of the agreed upon transition plan to the government IAW CDRL A007.

C.16.1. Remaining inventory is defined as inventory that was acquired by the contractor for use under this contract, or on order, at the time the contract ended. This includes any returned unserviceable on hand or unserviceables under repair at other vendors or items procured to facilitate their repair. The ending inventory list will be reviewed by the Government/contractor to determine the current status of the inventory listed. The contractors Government Property Administrator (GPA) will certify the remaining inventory. This certification will be submitted within 30 days of contract expiration under CDRL A008

C.16.1.1. If any item in the inventory is determined to be obsolete due to a government directed vehicle configuration change, but is still a valid item for the contractors other production business, the contractor will take ownership and the costs (all procurement costs) will be deducted from this contract.

C.16.1.2. If any item in the inventory is determined to be obsolete due to a government directed vehicle configuration change, but is no longer in the contractors production business, the government will take possession. No later than 60 days after this determination is made, the Government will provide the contractor with disposition instructions.

C.16.1.3. If any item in the inventory is determined to be obsolete due to a contractor directed vehicle configuration change, the

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contractor will take ownership and the costs (all procurement costs) will be deducted from this contract. Contractor changes include those required to comply with the vehicle performance specifications and changes required to correct non conformance with the vehicle performance specifications.

C.16.1.4. If any item in the inventory is determined to be current on any of the IAV configurations and free of hexavalent chromium/cadmium excluding specifically allowed usages, the government will take possession of the inventory. No later than 60 days after contract completion, the Government will provide the contractor with disposition instructions.

C.16.2. Reserved

C.16.3. Throughout the life of this contract the contractor shall manage the inventory so as to minimize the amount of unused inventory.

C.17. Parts Priorities

C.17.1. Allocation of Parts to Correct ICLS Shortages or Other Corrective Actions

C.17.1.1. Priorities

Part shortages can occur for a variety of reasons during the course of the ICLS Effort to include shortages in production, parts required to implement corrective actions, contractor changes requiring retrofit (COTPIs) or warranty action.

C.17.2. Diversion of Assets in Support of IAV Government Requirements

The contractor shall divert production asset, both contractor owned and Government owned, to support ICLS activities. The contractor shall obtain parts asset for diversion in the following order:

- a. From contractor parts bins (if CFM); from GFM store (if GFM)
- b. From the Contractors production line
- c. From Government owned vehicles not yet shipped.

Government oral direction for diversion and/or if necessary to pull part assets from Government owned vehicles will be confirmed in writing by the Contracting Officer. The correspondence will specify the part(s) asset and quantities to be diverted or pulled.

C.17.2.1. Shipping Address

The COTR will provide the site shipping address at the time of direction. The Contractor shall ship the required part(s) by using Fed Ex or other overnight shipping company to the fielding sites.

C.17.2.2. Reimbursement Costs

The Contractor shall charge the ICLS Contract for direct labor to pull, pack, crate, handle, and ship diverted part assets to and from the specified plant. The Contractor shall charge the ICLS contract for the direct labor to receive and restock or reinstall the replacement part assets. The Contractor shall transfer any diverted components to the ICLS Contract and shall reorder/ replace production part assets as required. The cost to repair of part assets shall be charged to the ICLS. Repaired assets may be returned to stock in the plants for use on new production as required. In the event replacement costs differs from the original cost of any diverted asset, the difference in the costs will be charged to ICLS. The contractor shall not repair items when the repair cost exceeds 100% of the replacement cost unless authorized by the PCO.

C.18. Acceptance/Production Work Arounds

If vehicles are otherwise ready for acceptance and the contractor is missing parts as a result of the requirement to support ICLS, the contractor shall replace the part prior to DD250, if possible. If the missing parts are unavailable at the time of processing, the contractor will utilize other production parts or production aids to process the vehicle(s) through the FIR process. The contractor shall request PCO authority to pull missing parts from previously accepted vehicles. If approved by the PCO these accepted (DD250) vehicles will be the first priority for parts replacement. Upon replacement of borrowed assets, the contractor may invoice for the missing parts in accordance with the terms of the applicable conditional acceptance modification.

In the event parts are unavailable from either previously accepted vehicles or at the time of FIR processing, vehicles will be conditionally accepted, with appropriate vehicle price withholds, pending receipt of parts and installation.

C.19 Reserved

C.20 CONTRACTOR SUPPORT DURING CONTINGENCY OPERATIONS PRICED OPTION

C.20.1 The potential exists that a deployment shall be required by Contractor personnel to support a Major Regional Contingency and/or

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other hostile action in an OCONUS location. Upon notification by the Contracting Officer, the Contractor shall be prepared to deploy personnel, equipment, supplies, and material in support of contingency deployment operations within 48 hours. All contractor equipment shall be capable of being operated in a forward deployed field location under combat conditions. The Government will provide transportation of personnel and material to the deployment sites in accordance with the Commanders Time Phased Deployment Data (or at the commanders prerogative).

C.20.1.1 The Contractor shall deploy to support up to two Brigade Combat Team(s) or elements thereof and provide maintenance and logistical support to deployed Stryker vehicles during the period of deployment. The Contractor shall continue support to units and Strykers in CONUS.

C.20.1.2 The Contractors shall assist the unit to reach and sustain a fully mission capable (FMC) of 90 percent for the Stryker vehicles. Contractor shall be responsible for the STRYKER platform, interfaces to any installed GFE, and the following GFE: M13A1 GPFU, AN/VDR-2 mount and VIS/VIC3.

C.20.1.3 The Government shall provide assistance to insure the Contractor can meet deployment requirements. Specifically, but not limited to, visa and medical support; satellite phones, digital pagers, and applicable accessories for each person deployed; vehicles; shelters; transportation; and power generating equipment shall be provided as GFP.

C.20.1.4 The Government may direct the Contractor to perform services in support of a contingency or exercise, as provided by law or defined by the applicable Army Service Component Command. Services shall be performed in the Intermediate Sustainment Base (ISB) or corps rear area in support of the contingency or exercise. Contractor personnel may provide support at the Brigade Support Battalion (BSB) or with a Combat Repair Team (CRT) if authorized by Army component commander.

C.20.1.5 The Contractor shall develop and maintain a deployment plan and checklist for personnel who will deploy in support of contingency operations. The deployment plan shall follow guidelines set forth in AMC-P 715-18 and DA PAM 715-16. The Contractor shall certify that deploying Contractor personnel have completed the applicable administrative requirements set forth in the Contractors Deployment Checklist and provide a certified copy to the PM BCT Office.

C.20.1.6 Contractor personnel shall be administratively assigned to the Logistics Support Element (LSE) for accountability, administrative support and life support.

C.20.2 Spare Parts in Support of Deployment Operations

C.20.2.1 Upon exercise of this Option, contractor shall order parts for initial deployment support. Upon Government direction Contractor shall ship parts to the designated collection points. Spares may be packaged as sets in standard military 20x8x8 milvans or issued on individual orders from deployment locations. Contactor shall re-supply all parts, as required, to support deployment effort. Contractor shall document on CDRLS A014 and A015 all parts ordered and consumed in support of the deployment operations.

C.20.2.2 Shipping will be to the designated Government Centralized Containerization Point (CCP) for movement to the ISB/EAB or BSA/BSB location.

C.20.2.3 The contractor shall be authorized costs associated with expedited delivery to support deployment operations. During deployment operations Contractor shall provide 24/7 on call support.

C.20.2.4 Parts ordered for contingency deployment operations and not consumed will be retained by the contractor for future ASL issues to SBCT units or may be consumed, with government permission, within existing contracts.

C.20.2.5 The Optempo for Stryker spares 2000 miles per vehicle per year, based upon supporting 300 vehicles. The Contractor Shall use an OPTEMPO 2.5 times higher for purposes of estimating spares quantities and cost in support of a Contingency Deployment.

C.20.3 Management

C.20.3.1 The Contractor shall ensure that all Contractor employees including its sub-contractors, comply with all guidance, instructions and general orders applicable to U.S. Armed Forces and DOD civilians and issued by the Theater Commander or his/her representative. This includes any and all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection, safety, and unit cohesion.

C.20.3.2 The Contractor shall promptly resolve, to the satisfaction of the Contracting Officer, all Contractor employee performance and conduct problems identified by the cognizant Contracting Officer or his/her designated representative. The Contracting Officer may direct the Contractor to remove or replace any Contractor employee failing to adhere to instructions and General Orders issued by the Theater Commander or his/her designated representative.

C.20.4 Accounting for Personnel (Systems, External and Theater Support)

C.20.4.1 The Contractor shall report its employees, including third country nationals, entering and/or leaving the theater of

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operations by name, citizenship, location, Social Security Number (SSN) or other official identity document number to the AMC FWD, LSE, LAO, COR and/or and Theater Commander.

C.20.4.2 For badging and security purposes, the Contractor shall provide the Army with a list of all suitable or qualified employees (including qualified sub-contractors and/or vendors used in the area of operations) with all required identification and documentation information. Changes/updates shall be coordinated with Army representative(s) at Theater specific inprocessing sites.

C.20.5 Risk Assessments and Mitigation

C.20.5.1 The Contractor shall brief its employees regarding the potential danger, stress, physical hardships, and field living conditions. The Contractor shall require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships, and field living conditions that are possible if the employee deploys in support of a contingency deployment involving military operations.

C.20.5.2 The Contractor shall replace employees within 72 hours, or as directed by the Contracting Officer, if the employee shall be unavailable after an authorized pass/leave period.

C.20.5.3 The Contractor shall designate a point of contact for all of its plans and operations. The Contractor shall prepare plans for support of military operations in-country, as required, or as directed by the Contracting Officer.

C.20.6 Force Protection

C.20.6.1 The Army shall provide force protection to Contractor employees commensurate with that given to Department of the Army civilians and military personnel in the area of operations, unless otherwise specified in the contract.

C.20.7 Reception, Staging, Onward Movement and Integration (RSO&I)

C.20.7.1 Upon arrival in the area of operations, Contractor employees shall receive Reception, Staging, Onward movement and Integration, as directed by the Logistics Support Element (LSE), Contracting Officer or his/her designated representative. The Contractor shall be prepared to move contract material and equipment using U.S. Government transportation and comply with applicable transportation regulations, such as; MILSTAMP, etc., for safety, packaging, tie-down, etc.

C.20.8 Pay

C.20.8.1 The Government is not a party to the employee-employer relationship. Any questions, which Contractor employees have regarding pay, should be discussed with the Contractor.

C.20.9 Tour of Duty/Hours of Work

C.20.9.1 Tour of Duty is defined as the length of deployment. Hours of Work is defined as the hours worked during an 8 hour workday. A work week is defined as 40 hours worked in 7 consecutive days. Prior to deployment the Contracting Officer shall provide the Contractor with the anticipated tour and duration of duty. The Contractor shall comply with all duty hours and tours of duty identified by the Contracting Officer. The Contracting Officer may modify the work schedule to ensure the Governments ability to continue to execute its mission. The Contractor shall be available to work extended hours to perform mission essential tasks. For the purpose of calculating overtime premiums, time worked in excess of 40 hours in one 7 day work week shall be considered overtime.

C.20.10 On-Call Duty

C.20.10.1 The Contractor shall be available to work (i.e. on-call) during other than regular hours to perform mission essential tasks.

C.20.11 RESERVED

C.20.12 Deployment Processing

C.20.12.1 The Government is responsible for providing information and assistance in meeting the requirements necessary for deployment. Deployment processing shall include, as a minimum, all Government required procedures such as medical examinations, and immunizations. If central processing is required, the Contractor employees shall be issued Letters of Accreditation for processing through a specific CONUS Replacement Center/Individual Deployment Site (CRC/IDS) and for the duration of the tour of duty. The Contractor is responsible for travel to the CRC/IDS or other CONUS departure point. The Government is responsible for providing transportation for contractor personnel from the CRC/IDS to final overseas location. If a CRC/IDS CONUS departure point is not used, the Contractor shall receive an equitable adjustment for all reasonable travel costs incurred in deployment of Contractor employees.

C.20.12.2 The Contracting Officer shall identify to the Contractor all required mission training and the location of the required training. The Contractor shall ensure that all deploying employees are available for all required mission training. The Contracting Officer shall inform the Contractor of all Nuclear, Biological, and Chemical (NBC) equipment and Chemical Defensive Equipment (CDE)

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training requirements and standards. The U.S. Government shall provide the Contractor employees with CDE familiarization training commensurate with the training provided to Department of Defense civilian employees.

C.20.12.3 As part of the Preparation for Oversea Movement (POM) processing for Contractor employees, the Governments POM activities at the home station or the CRC shall screen Contractor personnel records, conduct theater specific briefing and training, issue theater/environmental specific clothing and individual equipment, verify that medical requirements (such as immunizations, DNA screening, HIV testing and dental examinations) for deployment have been met, and arrange for transportation to the theater of operation. While POM processing at the CRC/IDS, the Government shall furnish life support to include lodging and meals, but shall charge a nominal fee for meals.

C.20.12.4 Contractor employees shall receive from the Government the following four (4) distinct forms of identification at home station or at the CRC/IDS processing point. If a CRC/IDS processing point is not used then, the Contracting Office shall provide assistance with obtaining identification document listed below before deployment. Identification documents shall indicate that the Contractor employee as Lead/ Supervisor (GS14 equivalent); FSR (GS12 equivalent); Clerk/Administrative Support (GS09 equivalent) Upon redeployment, the Contractor shall ensure that all issued controlled identification cards and tags are returned to the Government.

DD Form 1173, Uniform Services Identification Card or SMART card with Equivalent Grades identified above

DD Form 489, Geneva Convention Identify Card with GS-09 Equivalent Grade or higher
Personal identification tags (i.e., dog tags)
Theater Identification Card, if applicable

C.20.13 Medical Screening

C.20.13.1 It is the responsibility of the Contractor to provide qualified, capable personnel who meet the physical standards and medical requirements to perform the contracted duties in designated theater of operations. The Government may provide some or all of the required deployment screening.

C.20.13.2 The Government may perform medical screening at the CONUS Replacement Center. The screening shall include DNA sampling and immunizations, if not previously conducted, for Contractors deploying OCONUS.

C.20.13.3 When applicable or in accordance with a standing contract, the Government shall provide to Contractor employees deployed in a theater of operations emergency medical and dental care commensurate with the care provided to Department of Defense civilian deployed in the theater of operations.

C.20.13.4 Deploying civilian Contractor personnel shall carry with them a minimum of a 90-day supply of medications. Upon arrival in the area of operations, the Logistical Assistance Office (LAO) or Contracting Officer Representative (COR) shall coordinate with the supporting medical unit to ensure the future availability of prescription medications and to obtain such medications.

C.20.14 Letters of Accreditation

C.20.14.1 In order to process through the designated CRC/IDS and receive Government transportation from the CRC/IDS to the theater of operations, intra theater, and return, the Government shall provide each Contractor employee with Letters of Accreditation. These Letters of Accreditation shall be prepared by the Contracting Officer and authorized by the supporting installation. These Letters of Accreditation shall state the intended length of assignment in the area of operation and shall identify planned use of Government facilities and privileges in the theater of operations, as authorized by the contract.

C.20.15 Clothing And Equipment Issue

C.20.15.1 Contractors accompanying the force are not authorized to wear military uniforms except for specific items required for safety and security. Items of personal clothing and personal care, to include both casual attire and work clothing required by the particular assignment, are the responsibility of the individual Contractor employee and shall not be issued at the deployment center. Clothing should be distinctive and unique and not imply that the Contractor is a military member, while at the same time not adversely effecting the Governments tactical position in the field. Guidelines are within Pamphlet AMC-P715 and DA PAM 715-16. It is up to the Contractor to insure that duty uniforms do not present a problem for the field commander or to be so similar to the Armed Services uniform to create confusion.

C.20.15.2 If required by the Theater Commander, however, the deployment-processing center shall issue Organizational Clothing and Individual Equipment (OCIE) to Contractor personnel. The Contractor or Contractor employee shall sign for all issued organizational clothing and individual equipment, thus acknowledging receipt and acceptance of responsibility for the proper maintenance and accountability of issued organizational clothing and individual equipment. Contractor employees shall be responsible for maintaining and returning all issued clothing and equipment back to the place of issuance upon returning from the theater of operation. In the event that issued clothing and/or equipment is lost or damaged due to negligence, a GDLS Loss, Damaged, Destruct, form shall be submitted to GDLS Property for appropriate action and relief from property accountability.

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C.20.16 Weapons and Training

C.20.16.1 The Government shall provide force protection for Contractor personnel. The Government may issue sidearms to Contractor employees for their personal self-defense. The issuance of such weapons must be authorized by the Theater Commander and must comply with military regulations regarding firearms training and safe handling. However, Contractor employees shall not possess personally owned firearms in the area of operations. The acceptance of self-defense weapons by a Contractor is voluntary and should be in accordance with the employers company policy regarding possession and/or use of weapons. When accepted, the Contractor employee is responsible for using the weapon in accordance with the applicable rules governing the use of force. Also when accepted, only military issued ammunition may be used in the weapon. The Contractor employee is legally liable for any use that is not in accordance with the rules of engagement. The Contractor employee must be aware that they may incur civil and criminal liability, both under Host Nation Law or U.S. Criminal and Civil Law, for improper or illegal use of weapons.

C.20.16.2 Prior to issuing any weapons to Contractor employees, the Government shall provide the Contractor employees with weapons familiarization training commensurate to training provided to Department of Defense civilian employees. The Theater Commander is responsible to ensure that armed Contractors receive training in the rules of engagement, the rule governing the use of force, and the law of war. C.11.25.3 The Contractor shall ensure that its employees adhere to all guidance and orders issued by the Theater Commander or his/her representative regarding possession, use, safety and accountability of weapons and ammunition.

C.20.16.3 Upon redeployment or notification by the Government, the Contractor shall ensure that all Government issued weapons and ammunition are returned to Government control.

C.20.17 Legal Assistance

C.20.17.1 Contractor employees supporting a contingency deployment and are accompanying the Armed Forces of the U.S. outside the U.S., shall receive certain legal assistance from Army lawyers as part of their deployment support.

C.20.17.2 If legal assistance is provided while Contractor employees are deployed in the theater of operations, it must be in accordance with applicable international or host nation agreements.

C.20.17.3 The legal assistance is limited and ministerial in nature (for example, witnessing signatures on documents and providing notary services), legal counseling (to include review and discussion of legal correspondence and documents), and legal document preparation (limited to simple wills, powers of attorney, and advanced medical directives), and help retaining non-DOD civilian attorneys.

C.20.18 Mission Training

C.20.18.1 The CRC/IDS shall provide mission training designed to provide deploying individuals with a basic knowledge of what they can expect once they deploy into the theater of operations. Training shall cover areas such as the Geneva Convention, Code of Conduct, Health and Sanitation, Legal Assistance, Customs and Courtesies for the area of deployment, applicable Status of Forces Agreement, Security, Weapons Familiarization and any additional training dictated by the special circumstances of the deployment and approved by the Theater Commander.

C.20.19 Vehicle and Equipment Operation

C.20.19.1 The Contractor shall ensure that deployed employees possess the required civilian licenses to operate the equipment necessary to perform the contract in the area of operations in accordance with the statement of work. Before operating any military owned or leased equipment, the Contractor employee shall provide proof of license (issued by an appropriate Governmental authority) to the Contracting Officer or his/her representative. The Government, at its discretion, may train and license Contractor employees to operate military owned or leased equipment.

C.20.20 Passports/Visas

C.20.20.1 The Contractor is responsible for obtaining all passports and visas. Contractor employees are required to carry a valid passport at all times when deployed and traveling overseas in support of military operations. Requirements for visas shall be determined by the country of deployment/travel and obtained from the appropriate embassy prior to deployment. The Government shall provide assistance to the Contractor in obtaining visas to countries if requested by the Contractor and required to meet the contingency deployment schedule.

C.20.21 Customs Processing and Entrance and Exit Processing

C.20.21.1 While entering and exiting a foreign country, Contractor employees shall be subject to the customs processing procedures, laws, agreements, and duties of the countries in which the Contractor is deploying. Details for a Contractor employees deployment shall be fully explained during the deployment processing. If CRC/IDS processing is not utilized, it is the responsibility of the Contractor to provide the relevant information to the Contractor employees prior to deployment. When returning, Contractor employees shall also be

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subject to U.S re-entry customs requirements in effect at the time of re-entry.

C.20.21.2 The Contracting Officer shall determine and stipulate the allowability and allocability of payment for entry/exit duties on personal items in possession of Contractor employees per U.S. Customs Service rates and restrictions.

C.20.22 Living Under Field Conditions

C.20.22.1 The Government shall provide Contractor employees deployed in the area of operations the equivalent field living conditions, subsistence, emergency medical and dental care, sanitary facilities, mail delivery, laundry service, and other available support afforded to Government employees and military personnel in the area of operations, unless otherwise specified in the contract. In the event that the Government does not provide services or goods promised and the Contractor must obtain said services or goods elsewhere, the Contractor shall be equitably reimbursed in accordance with the contract.

C.20.23 Medical and Dental Care

C.20.23.1 Military and/or host nation medical and dental care shall be available should the need arise, at a level commensurate with that afforded Government employees and military personnel.

C.20.24 Morale, Welfare, Recreation (MWR) and Support Services

C.20.24.1 Contractor employees working within the theater of operations shall, to the maximum extent possible, be eligible to use MWR facilities, activities, and services subject to the installation or Theater Commanders discretion and the terms of the contract. Contractor employees shall be eligible for use of Army and Air Force Exchange Service (AAFES) facilities for health and comfort items. Use of these facilities shall be based on installation and Theater Commanders discretion, the terms of the contract with the Government, and the terms of the applicable Status of Forces Agreement (SOFA).

C.20.25 Status of Forces Agreements (SOFA)

C.20.25.1 SOFA is an international agreement between two or more Governments that provide for various privileges, immunities and responsibilities, as well as the rights and responsibilities of individual members of the sending states force. The Contractor shall adhere to all relevant provisions of applicable SOFA and other similar related agreements.

C.20.26 Uniform Code Of Military Justice (UCMJ)

C.20.26.1 Civilian and Contractor employees are subject to military law when serving with or accompanying an armed force only in time of war. The U.S. Supreme Court has ruled in time of war to mean a congressionally declared war. Contractor employees shall not be subject to the UCMJ in a typical contingency operation.

C.20.27 Public Law 106-523. Military Extraterritorial Jurisdiction Act of 2000.

C.20.27.1 Amended Title 18, U.S. Code, establishes Federal Jurisdiction over certain criminal offenses committed outside the United States by persons employed by or accompanying the Armed Forces, or by members of the Armed Forces who are released or separated from active duty prior to being identified and prosecuted for the commission of such offenses, and for other purposes.

C.20.27.2 Essentially, the Act applies to anyone who engages in conduct outside the U.S. that would constitute an offense punishable by imprisonment for more than one year, the same as the offense had been committed within the jurisdiction of the U.S. C.11.36.3 The person must be employed by or accompanying the Armed Forces outside the U.S. The term employed by the Armed Forces outside the U.S. means employed as a civilian employee of DoD, as a DoD Contractor or an employee of a DoD Contractor, who is present or residing outside the U.S. in connection with such employment, and is not a national of or ordinarily resident in the host nation. The term accompanying the Armed Forces outside the U.S. means a family member of a member of the Armed Forces, a civilian employee of the DoD, a DoD Contractor or an employee of a DoD Contractor, not a national of or ordinarily resident in the host nation.

C.20.28 Health and Life Insurance

C.20.28.1 The U.S. Army has no statutory obligation to provide a Contractor employee with any health insurance. The Government may reimburse some life insurance costs as a result of overseas deployment.

C.20.29 Next of Kin Notification

C.20.29.1 Before deployment, the Contractor shall ensure that each Contractor employee completes, and updates as necessary, a DD Form 93, Record of Emergency Data Card or equivalent. The form shall be retained by the Contractor with a copy provided the Contracting Officers Representative (COR) or designated Government official.

C.20.30 Return Processing Procedures

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C.20.30.1 Upon completion of the deployment or other authorized release, the Government shall authorize Contractor employee transportation from the area of operations to the designated CRC/IDS site. At the return processing center the Contractor shall ensure that all Government-issued clothing and equipment provided to the Contractor or the Contractors employees are returned to Government control upon completion of the deployment. The Contractor shall provide the Contracting Officer with documentation, annotated by the receiving Government official, of all clothing and equipment returns. The Contractor is responsible for transportation

C.20.31 Evacuation

C.20.31.1 As required by the operational situation, the Government shall relocate Contractor personnel (who are citizens of the United States, aliens resident in the United States or third country nationals, not resident in the host nation) to a safe area or evacuate them from the theater of operations. Orders to relocate can be handled as a change in the place of performance.

C.20.31.2 The Contracting Officer may direct evacuation of Contractor employees deployed in support of contingency operations upon a determination that there is an imminent increased threat to the safety, health, or welfare of the Contractor employees and an evacuation is necessary to secure their health, safety, and/or welfare. The Contracting Officers evacuation direction shall be in writing or shall be promptly confirmed in writing.

C.20.31.3 If the Contractor reasonably believes there to be an imminent increased threat to the safety, health, and/or welfare of the Contractor employees, the Contractor may request the Contracting Officer to direct the evacuation of those personnel. This request shall be in writing or shall promptly be confirmed in writing and shall detail the circumstances constituting an imminent increased threat to the safety, health, and/or welfare of the contract employees. The Contracting Office, after discussions with the Theater Command of the host nation and other Government Official(s) to the extent the Contracting Officer considers them advisable, shall direct evacuation of Contractor employees or shall deny the request.

C.20.32 Deployment Phases

C.20.32.1 Contractor support for a contingency operation will be for a maximum period of twelve (12) months. Option will be segregated into four distinct phases for OCONUS support as identified in H.29.

*** END OF NARRATIVE C 006 ***

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/	OBLG STAT/			INCREASE/DECREASE		CUMULATIVE
ITEM	AMS CD	ACRN	JOB ORD NO		PRIOR AMOUNT	AMOUNT	AMOUNT
0004AA	X13GXD30X1	AD	1	\$	0.00	\$	15,000,000.00
	12201100000		3GXD30				
					NET CHANGE	\$	15,000,000.00

SERVICE	NET CHANGE				ACCOUNTING	INCREASE/DECREASE
NAME	BY ACRN	ACCOUNTING CLASSIFICATION			STATION	AMOUNT
Army	AD	21 32020000035R5R07P1220112571 S20113			W56HZV	\$ 15,000,000.00
						NET CHANGE \$ 15,000,000.00

		PRIOR AMOUNT		INCREASE/DECREASE		CUMULATIVE
		OF AWARD		AMOUNT		OBLIG AMT
NET CHANGE FOR AWARD:	\$	49,809,337.50	\$	15,000,000.00	\$	64,809,337.50
COST AUDIT						

The Government will conduct a quarterly incurred cost audit for all CLINS obligated for the Contingency Deployment requirements.

*** END OF NARRATIVE G 002 ***

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SECTION H - SPECIAL CONTRACT REQUIREMENTS
H.24 GOVERNMENT FURNISHED PROPERTY

H.24.1 The Government shall provide a facility at Auburn, Washington for contractor use. The facility will consist of approximately 90,000 square feet. These facilities include offices, racking, secure storage areas (inside and outside of the warehouse).

H.24.2. The Contractor shall notify the Government at least 120 days in advance of a requirement for additional space. The contractor shall provide the Government at least six months notice if they decide to vacate property.

H.24.3 Government Furnished Property (vehicles) see Attachment 1.

*** END OF NARRATIVE H 007 ***

H.27 AFARS 5152.217-7031 - Contractor Deployment on Military Operations (May 2002)

(a) Definitions.
As used in this Clause

- (1) Theater Support Contractors. Provides support to deployed operational forces pursuant to contracts arranged within the mission area of responsibility, or prearranged contracts through Host Nation (HN) and/or regional businesses and vendors. Contracting personnel deployed with the deployed force, working under the contracting authority of the theater or Joint Task Force (JTF) contracting chief, normally award and administers these contracts. Theater support contractors provide goods, services, and minor construction, usually from the local vendor base.
- (2) External Support Contractors. Provides support for deployed operational forces working pursuant to contracts awarded under the command and procurement authority of supporting headquarters outside the theater. These may be US or third country businesses and vendors. These contracts are usually prearranged, but may be contracts awarded or modified during the mission based on the commanders' needs. Examples include the Army's Logistics Civil Augmentation Program (LOGCAP), the Air Force Civil Augmentation Program (AFCAP), the Navy's Construction Capability (CONCAP), United States Transportation Command (USTRANSCOM) provision of Civil Reserve Air Fleet (CRAF), and war reserve materiel (WRM) contracts.
- (3) System Contractors. Logistical support deployed with operational forces under prearranged contracts awarded by Service program managers or by Military Service component logistics commands. They support specific systems throughout their system's life cycle (including spare parts and maintenance), during peacetime, conflict, and war. They are civilians authorized to accompany the force in the field.
- (4) Military Operations. The full spectrum of armed conflict and military operations other than war (MOOTW), both domestic and overseas, as directed by appropriate authority.

(b) General.

(1) This general guidance addresses the deployment of systems contractor personnel, and AMC external support contractor personnel, into a theater of operations in support of a contingency or exercise.

(2) The general guidance provided by this provision is not all-inclusive nor are all items required for all situations. Each contingency will evolve differently depending upon the theater commander's guidance impact on the deployment. The Contracting Officer may tailor these provisions as appropriate for individual contracts or task orders. The provisions of this clause shall apply unless tailored by the Contracting Officer. The contractor is obligated to request any specific information needed at the time of deployment from the contracting officer.

(c) Management.

(1) When the performance of the contract requires the contractor to deploy personnel in support of a contingency, the contractor shall ensure that all personnel hired by or for the contractor (including subcontractors) will comply with all guidance, instructions, and general orders applicable to U.S. Armed Forces and DOD civilians as issued by the Theater Commander or his/her representative. This will include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection, and safety, unless directed otherwise in the contract document.

(2) The contractor shall comply, and shall ensure that all deployed prime contract employees, subcontractor employees, invitees and agents comply with pertinent Service and Department of Defense directives, policies, and procedures, as well as federal statutes, judicial interpretations and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces or U.S. citizens in the area of operations. Host Nation laws and existing Status of Forces Agreements may take precedence over contract requirements. The contracting officer will resolve disputes. The contractor shall provide the contracting officer copies, if requested, of any documents relating to the dispute.

(3) The contractor shall at all times be responsible for the conduct of its employees and those of its subcontractors

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(4) The Contractor shall promptly resolve, to the satisfaction of the contracting officer, all contractor employee performance and conduct problems identified by the cognizant contracting officer or his/her designated representative.

(5) The contracting officer may direct the contractor to remove or replace any contractor employee failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative.

(d) Logistics Support Element.

(1) The contractor and contractor employees shall report into the Army Materiel Command Logistics Support Element (AMC LSE) and provide necessary information to the AMC LSE on the contractor's deployment and activities in the area of operation (AOR) to facilitate the AMC LSE logistics integration function. Initial contact and coordination with the AMC LSE shall be conducted prior to deployment into the theater. Similar coordination and reporting to the AMC LSE shall occur prior to exiting the area of operation. Any additional coordination requirements with the AMC LSE shall be as defined by the Contracting Officer or Contracting Officer Representative (COR).

(e) Risk Assessment and Mitigation.

(1) The contractor will brief its employees regarding the potential danger, stress, physical hardships and field living conditions.

(2) The contractor will require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military operations.

(3) The contractor will ensure that all deployable employees are medically and physically fit to endure the rigors of deployment in support of a military operation. If an employee is unable to perform, the contractor must replace the employee.

(4) If a contractor employee departs an area of operations without permission, the contractor will ensure continued performance in accordance with the terms and conditions of the contract. If the contractor replaces an employee who departs without permission must be complete within 72 hours, unless otherwise directed by the contracting officer.

(5) The contractor will designate and provide contact information for a point of contact and back up for all its plans and operations and, if necessary, establish an operations center to plan and control the contractor deployment process and resolve operations issues with the deployed force.

(6) As required by the operational situation, the government may at its discretion relocate contractor personnel (who are citizens of the United States, aliens in resident in the United States or third country nationals, not resident in the host nation) to a safe area or evacuate them from the area of operations. The U.S. State Department has responsibility for evacuation of non-essential personnel.

(f) Force Protection.

(1) While performing duties in accordance with (IAW) the terms and conditions of the contract, the Service Theater Commander will provide force protection to contractor employees commensurate with that given to Service/Agency (e.g. Army, Navy, Air Force, Marine Corps, DLA) civilians in the operations area unless otherwise stated in the contract.

(g) Central Processing and Departure Point.

(1) For any contractor employee determined by the government at the deployment-processing site to be non-deployable for debilitating health problems or failure to have a security clearance when one is required, the contractor shall promptly remedy the problem. If the problem cannot be remedied in time for deployment, a replacement having equivalent qualifications and skills shall be provided in time for scheduled deployment.

(h) Medical.

(1) The contractor shall be responsible for providing employees who meet the minimum physical standards and medical requirements for job performance in the designated theater of operations.

(2) The government shall require medical screening at the CONUS Replacement Center for Food and Drug Administration approved immunizations, which shall include DNA sampling.

(3) For any deployed contractor employee determined by the government to be medically unfit, the contractor shall promptly remedy the problem. If the problem cannot be remedied, a replacement having equivalent qualifications and skills shall be provided as determined by the contracting officer.

(4) Deploying civilian contractor personnel shall carry with them a minimum of a 90-day supply of any medication they require.

(i) Vehicle and Equipment Operation.

(1) The contractor shall ensure that deployed employees possess the required civilian licenses to operate the equipment necessary to perform the contract in the theater of operations in accordance with the statement of work.

(2) Before operating any military owned or leased equipment, the contractor employee shall provide proof of license (issued by an appropriate governmental authority) to the unit or agency issuing the equipment.

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(3) The government, at its discretion, may train and license contractor employees to operate military owned or leased equipment.

(4) All contractor owned motor vehicles shall meet required vehicle requirements within the AOR and be maintained in a safe operating condition and good appearance. All contractor owned motor vehicles used for transporting Government property shall be properly equipped and designed to ensure protection of the property. All contractor owned motor vehicles may, at the PCO direction, be required to conspicuously display the contractor's logo and/or name on both sides of the vehicle.

(j) Passports, Visas and Customs.

(1) The contractor is responsible for obtaining all passports, visas, or other documents necessary for contractor employees to enter and/or exit any area(s).

(2) Depending on the Status of Forces Agreement (SOFA) or other international agreements, all contractor employees may be subject to the customs, processing procedures, laws, agreements and duties of the country in which they are deploying to and the procedures, laws, and duties of the United States upon re-entry. Contractor shall verify and comply with all requirements.

(3) Contractors are required to register all personnel with the appropriate U.S. Embassy or Consulate.

(k) Reception, Staging, Onward Movement and Integration.

(1) Upon arrival in the area of operations, contractor employees will receive Reception, Staging, Onward movement and Integration, as directed by the contracting officer or his/her designated representative, the AMC-Forward, or Theater Commander.

(2) The contractor should be prepared to move material and equipment using U.S. government transportation and comply with applicable transportation regulations, such as MILSTAMP for safety, packaging, and tie-down.

(l) Tour of Duty/ Hours of Work.

(1) The contracting officer shall provide the contractor with the anticipated duration of the deployment.

(2) The contractor will coordinate personnel changes with the contracting officer.

(3) The contracting officer shall provide the contractor with anticipated work schedule.

(4) The contractor shall comply with all duty hours and tours of duty identified by the contracting officer or his/her designated representative.

(5) The contracting officer, or his/her designated representative, may modify the work schedule to ensure the government's ability to continue to execute its mission.

(m) On-Call Duty or Extended Hours.

(1) The contractor shall be available to work extended hours to perform mission essential tasks as directed by the contracting officer.

(2) The contractor shall be available to work "on-call" to perform mission essential tasks as directed by the contracting officer.

(3) The contracting officer, or his/her designated representative, will identify the parameters of "on-call" duty.

(4) If appropriate, the contracting officer may negotiate an equitable adjustment to the contract.

(n) Workman's Compensation, Health and Life Insurance.

(1) The contractor shall ensure that worker's compensation insurance under the Defense Base Act is consistent with FAR clauses 52.228-3 and 52.228-4. The contractor shall ensure that health and life insurance benefits provided to its deploying employees are in effect in the theater of operations.

(o) Return Procedures

(1) The contractor shall ensure that all government-issued clothing and equipment provided to the contractor or the contractor's employees are returned to government control upon completion of the deployment.

(2) The contractor shall provide the contracting officer with documentation, annotated by the receiving government official, of all clothing and equipment returns.

(p) Purchasing Resources.

(1) When the Theater Commander establishes a Commander-in-Chief Logistics Procurement Support Board (CLPSB), Joint Acquisition Review Board, or similar purchase review committee, the contractor will be required to coordinate purchases of items or labor designated as limited in the Theater of Operations. The Contractor shall not purchase any local procured item until the contractors have reviewed the Contracting Support Plan (CSP) issued by the Theater PARC for items that are restricted by the Theater Commander for mission success.

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(q) Special Legal
(1). Public Law 106-523. Military Extraterritorial Jurisdiction Act of 2000: Amended Title 18, US Code, to establish Federal Jurisdiction over certain criminal offenses committed outside the United States by persons employed by or accompanying the Armed Forces, or by members of the Armed Forces who are released or separated from active duty prior to being identified and prosecuted for the commission of such offenses, and for other purposes applies to contractor employees deployed OCONUS.

(r) Security and Background Checks
(1) The Contractor shall ensure all applicable security and backgrounds are performed on all personnel (to include subcontractor personnel) in support of this contract.
(End of Clause)

*** END OF NARRATIVE H 008 ***

H.29 CONTINGENCY DEPLOYMENT SUPPORT OPTION

H.29.1. The Government shall have the unilateral right to exercise the Option specified in Paragraph C.20. entitled "Contractor Support During Contingency Operations". The period of performance for this option is estimated to be twelver (12) months OCONUS and esimated to be sixteen (16) months for CONUS if exercised. The Government shall have the right to exercise the Contingency Deployment Support Option inaccordance with the phases and prices described in H.29.2 below.

H.29.2 The Government shall exercise the Contingency Deployment Support Option in several distinct phases.

H.29.2.1. Phase 1 - Ramp up to prepare for six (6) months of deployment support. Upon exercise of this phase the Contractor shall immediately initiate all activities necessary (CONUS support to order, receive, package parts for deployment and identification of deployment staff) to prepare for six month deployment support. Total Value of Option: \$15,000,000 (inclusive of \$611 for Facilities Capital Cost of Money and 8.75% fixed fee)

H.29.2.2. Phase 2 - Ramp up for an extended deployment of six (6) additional months (beyond phase 1). Phase 2 is contingent on the exercise of Phase 1 of the Deployment Support Option. Upon exercise of this option the Contractor shall immediately intiate all activities necessary to prepare for a deployment of an additional six (6) months but not longer than a total of twelve (12) months (inclusive of Phase 1). Total Value of Option: \$15,000,000 (inclusive of \$611 for Facilities Capital Cost of Money and 8.75% fixed fee)

H.29.2.3. Phase 3 - Deployment execution for a period not greater than six (6) months of deployment support. Upon excercise of this option the Contractor shall fully execute the deployment scope of work as identified in Paragraph C.20. PCO will provide additional direction / information IAW C.20 of the SOW. Total Value of Option: \$6,399,110 (inclusive of \$260 for Facilities Capital Cost of Money and 8.75% fixed fee)

H.29.2.4. Phase 4 - Deployment execution for an extended deployment of six (6) additional months (beyond phase 3). Phase 4 is contingent on the exercise of Phase 2 and Phase 3 of the Deployment Support Option. The Government may exercise this phase by providing the contractor notice within approximately 30 days prior to the completion of Phase 3. Upon exercise of this phase the Contractor shall fully execute the scope of work to support a deployment of an additional six (6) months, but not longer than a total of twelve (12) months inclusive of Phase 4. Total Value of Option: \$6,399,112 (inclusive of \$261 for Facilities Capital Cost of Money and 8.75% fixed fee)

H.30 OCONUS Reach Back - TBD

H.30.1. The Government and the Contractor shall mutually develop the scope realated to this option provision.

*** END OF NARRATIVE H 009 ***